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BellSouth Telecommunications, Inc.

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T.R.A. DOCKET ROOM

September 11, 2003

Guy M. Hicks

General Counsel

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VIA HAND DELIVERY

Hon. Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Digital Teleport, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 03-00407

Dear Chairman Tate:

Enclosed are fifteen copies of an Assignment and Assumption of Interconnection Agreement entered into by and between BellSouth, CenturyTel Fiber Company II, LCC and Digital Teleport, Inc. This information is being in response to a request from the TRA Staff.

Very truly yours,

Guy M. Hicks

GMH:ch

ASSIGNMENT AND ASSUMPTION OF INTERCONNECTION AGREEMENT

This Assignment and Assumption of Interconnection Agreement (Agreement) is made and entered into by and between BellSouth Telecommunications, Inc., (BellSouth), CenturyTel Fiber Company II, LCC, (hereinafter referred to as "Assignee"), and Digital Teleport, Inc. (hereinafter referred to as "Assignor").

WHEREAS, Assignor entered into that certain interconnection agreement dated June 21, 2003 with BellSouth, providing for, among other things, interconnection, collocation, resale, and access to unbundled network elements in the state of Tennessee (the "Interconnection Agreement"), as more particularly described in the Interconnection Agreement;

WHEREAS, Assignor has agreed to assign the Interconnection Agreement and all of its rights in and to the Interconnection Agreement to Assignee, and Assignee has agreed to assume all of Assignor's obligations under the Interconnection Agreement;

WHEREAS, BellSouth consents to such assignment and assumption hereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby transfer and assign to Assignee, its successors and assigns, all rights, title and interests of Assignor in, to and under the Interconnection Agreement.
2. Assignee hereby assumes and agrees to perform all of Assignor's obligations under the Interconnection Agreement, including, without limitation, all deposits and payment obligations related to services and products purchased under the Interconnection Agreement, regardless of whether such obligations relate to the period prior to, on, or after the date of this Agreement, including, without limitation, payment of all amounts for services provisioned or orders placed by Assignor under the Interconnection Agreement on or before the date of this Agreement.
3. Any changes to the OCNs, ACNAs, CICs or billing names and addresses resulting from this Agreement may result in additional charges and conditions (including, e.g., hold periods applied to ordering capabilities). Assignee is responsible for ensuring compliance with BellSouth's requirements with respect to such changes and agrees to pay all applicable charges associated with such changes. Assignee and BellSouth agree to cooperate in good faith in making any such changes.
4. BellSouth, by its signature below, hereby consents to and approves of the assignment and assumption set forth herein and, except as set forth herein, hereby agrees to furnish to Assignee pursuant to the Interconnection Agreement all services originally provisioned to Assignor under the Interconnection Agreement. Assignee specifically agrees to assume the unspecified portion of the minimum term, and any termination liability, applicable to such services.

5. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.

6. This Agreement shall apply to and inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective successors, administrators and assigns, to the same extent as if they were original parties hereto.

7. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

8. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties.

9. This Agreement shall be construed, governed and interpreted under the laws of the State of Georgia, without regard to its conflict of laws provisions.

Dated to be effective the 8th day of September, 2003.

ASSIGNER: CenturyTel Fiber Company II, LLC

Signature: [Signature]
Name: Don Davis
Title: General Counsel
Date: 9/2/03

ASSIGNOR: Digital Teleport, Inc.

Signature: [Signature]
Name: Don Davis
Title: Senior Vice President
Date: 9/2/03

ACKNOWLEDGED AND AGREED:

BellSouth Telecommunications, Inc.

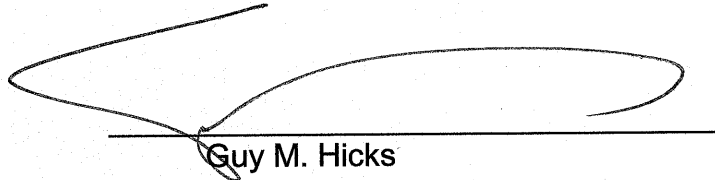
Signature: [Signature]
Name: Parthen C. Frazier
Title: Asst. Director
Date: 9/8/03

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on September 11, 2003:

Daniel Davis
General Counsel
Digital Teleport, Inc.
14567 N. Outer Forty
Chesterfield, MO 63017

Harry N. Malone, Esquire
Swidler Berlin Shereff Friedman, LLP
30000 K Street, NW, Suite 300
Washington, DC 20007



Guy M. Hicks